

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re Lehman Brothers Holdings Inc. et al.,

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

UBS AG, London Branch
Name of Transferee

UBS Securities Japan Limited
Name of Transferor

Name and Address where notices to transferee
should be sent:
100 Liverpool Street, London ENGLAND

Court Claim # (if known): 62783
Amount of Claim: \$7,424,186
Date Claim Filed: 11/02/2009

Phone: _____
Last Four Digits of Acct #: _____

Phone: +81-3-5208-6000
Last Four Digits of Acct. #: _____

Name and Address where transferee payments
should be sent (if different from above):

Phone: _____
Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Darlene Arias/Stephen Scanapieco
Transferee/Transferee's Agent

Date: 03/13/2012

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, UBS Securities Japan Ltd. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to UBS AG, London Branch (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the claim evidenced by Proof of Claim Numbers as specified in Schedule 1 hereto filed by or on behalf of Lehman Brothers International (Europe) (in administration) ("Predecessor") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights, title and benefits of Seller and any prior seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all rights, remedies, claims and causes of actions regarding any of the foregoing; (e) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), (d) and (e), the "Transferred Claims"). For the avoidance of doubt, the Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims or the Seller or the Prior Seller.

The Purchased Claim was transferred (i) from Predecessor to Lehman Brothers Japan Inc. as evidenced by docket # 18840, (ii) from Lehman Brothers Japan Inc. to Itochu Capital Securities Ltd. as evidenced at docket # 19946 and (iii) from Itochu Capital Securities Ltd. to Seller as evidenced at docket # 25990 in the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or any prior seller or against Seller or any prior seller, and all filings required to evidence Seller's title to the Transferred Claim have been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither Seller nor any prior seller has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or any of its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of the Transferred Claims proportionately less in payments or distributions or less favorable treatment than other unsubordinated unsecured claims; (g) Seller has delivered to Purchaser a true and correct copy of the Corrected Notice of Proposed Allowed Claim Amount, dated August 26, 2011, which relates to the relevant portion of the Proof of Claim, and as of the date hereof, neither Seller nor any prior seller has received any revised Notice of Proposed Allowed Claim Amount; and (h) there are no objections to the Transferred Claims and all documents provided to Purchaser by Seller are true, accurate and complete copies of such documents.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, that result from Seller's breach of its representations, warranties, covenants and agreements made herein.

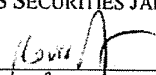
5. Seller shall promptly (but in any event on no later than the third (3rd) business day following receipt) remit any notices, correspondence, payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event on no later than the third (3rd) business day following the date hereof), to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security. Seller shall act or omit to act with respect to the Transferred Claims solely to the extent directed by Buyer.

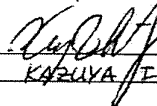
6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered (including, on Seller's part, causing any prior seller to execute or deliver), all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions (including, on Seller's part, causing any prior seller to act) as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.


IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this ____ day of March, 2012.

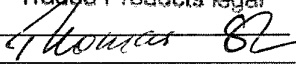
UBS SECURITIES JAPAN LTD

By: 
Name: RYOICHI ANAI
Title: MANAGING DIRECTOR

By: 
Name: KAZUYA ICHIKAWA

UBS AG, LONDON BRANCH

By: 
Name: Sergey Likhoshershtov
Title: Director

Traded Products legal
By: 
Name: Thomas Shaw

Thomas Shaw
Director
Traded Products Legal

Title: MANAGING DIRECTOR

Title: _____

Address:

Address:

Otemachi First Square,
5-1, Otemachi 1-chome Chiyoda-ku Tokyo 100-0004

100 Liverpool St London EC2M, United Kingdom

Schedule I

Transferred Claims

Purchased Claims

\$7,424,186 of \$7,424,186 (the outstanding amount of the Proof of Claim held by Seller as of March 13, 2012).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount in JPY (USD equivalent)	Coupon	Maturity	Proof of Claim Number	Accrued Amount (as of Proof of Claim Filing Date)
JPY 100,000,000 Fixed Rate and Index-Linked Target Redemption Notes due April 5, 2037	XS0293140553	6045524	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	JPY 100,000,000 (USD 949,352)	Initially fixed, and thereafter linked to the JPY/AUD FX rate	05 Apr 37	62783	--
JPY 100,000,000 Index-Linked Notes due September 4, 2037	XS0316953925	6045598	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	JPY 100,000,000 (USD 949,352)	Initially fixed, and thereafter linked to the JPY/AUD FX rate	04 Sep 37	62783	--
JPY 110,000,000 Index-Linked Notes due November 20, 2037	XS0330724229	6045651	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	JPY 110,000,000 (USD 1,044,287)	Initially fixed, and thereafter linked to the JPY/AUD FX rate	20 Nov 37	62783	--

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount in JPY(USD equivalent)	Coupon	Maturity	Proof of Claim Number	Accrued Amount (as of Proof of Claim Filing Date)
JPY 150,000,000 Index-Linked Notes due March 26, 2038	XS0353348823	6045769	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	JPY 150,000,000 (USD 1,424,028)	Initially fixed, and thereafter linked to the JPY/AUD FX rate	26 Mar 38	62783	--
JPY 100,000,000 Fixed Rate Notes due April 8, 2013	XS0354911710	6045771	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	JPY 100,000,000 (USD 949,352)	1.60% p.a.	08 Apr 13	62783	--
JPY 100,000,000 Fixed Rate and Index-Linked Notes due June 17, 2038	XS0369334700	6045823	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	JPY 100,000,000 (USD 949,352)	Initially fixed, and thereafter linked to the JPY/AUD FX rate	17 Jun 38	62783	--
JPY 120,000,000 Fixed Rate and Other Variable-Linked Interest Target Redemption Notes due August 14, 2038	XS0379987372	6045829	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	JPY 120,000,000 (USD 1,139,222)	Initially fixed, and thereafter linked to the JPY/AUD FX rate	14 Aug 38	62783	JPY 2,026,667